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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91190169
Party	Plaintiff SUSINO UMBRELLA CO., LTD.
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Submission	Opposition/Response to Motion
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Signature	/brian j. hurh/
Date	04/18/2011
Attachments	Declaration and Exhibits.pdf (57 pages)(2406567 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of App. Ser. No. 77/355,544)	
)	
Susino Umbrella Co., Ltd.,)	
)	
Opposer,)	
v.)	Opposition No. 91190169
)	
Susino USA, LLC,)	
)	
Applicant.)	

SECOND DECLARATION OF JIANZHANG “JORZON” WANG

I, Jianzhang “Jorzon” Wang, declare as follows:

1. I am over 18 years of age. I reside in Jinjiang, Fujian, China. I am a sales manager for Susino Umbrella Co., Ltd. (“Susino Umbrella”), the Opposer in the above-captioned proceeding.
2. I am fully competent to make this declaration, and I have personal knowledge of the facts stated in this declaration.
3. To the best of my knowledge, information and belief, all of the facts stated in this declaration are true and correct.

Responsibilities at Susino Umbrella

4. As a sales manager for Susino Umbrella, I am primarily employed in Susino Umbrella’s factory located in Jinou Industrial Area, Dongshi Town, Jinjiang, Fujian, China, and am mainly responsible for general business administration and management, as well as for handling orders for Susino Umbrella’s goods.

Relationship with Nadrich and Shyu

5. From 2002 to 2007, Nadrich and Shyu solicited wholesale customers in the U.S. for Susino Umbrella's umbrellas. Susino Umbrella, as the Original Equipment Manufacturer ("OEM"), would manufacture and ship the umbrellas, branded with the wholesale customers' logos or other markings, directly to the wholesale customer.
6. Nadrich and Shyu would prepare purchase orders for wholesale customers in the U.S. and email the purchase orders to me or Carter Guan, another sales manager for Susino Umbrella. I would, in turn, direct the factory to manufacture umbrellas according to the specifications in the purchase order and ship the finished product directly to the wholesale customer. Nadrich and Shyu would also email me or Carter Guan regarding manufacturing and other issues relating to the purchase orders.
7. Nadrich and Shyu would collect payments for orders from the U.S. wholesale customers directly, including any deposits. Nadrich and Shyu would then remit those payments to Susino Umbrella, but retain a percentage of the payments as compensation for their services.

Susino's U.S. Sales

8. As I explained in my previous declaration, in August 2007, I attended a trade show in Las Vegas, Nevada, featuring exhibitions by a variety of merchandisers, a gift expo and a jewelry show. During the Las Vegas trade show, Susino Umbrella

secured a booth as an exhibitor and displayed its umbrellas bearing the SUSINO mark. I was the only employee of Susino Umbrella to attend.

9. In October 2008, Susino Umbrella shipped SUSINO-branded umbrellas to a U.S. customer, Salamander Graphix Inc. A true and correct copy of the bill of lading for this shipment is attached as part of Exhibit D to the Response to Applicant's Motion for Summary Judgment. Although the bill of lading does not indicate, the umbrellas described in the bill of lading were in fact branded with the SUSINO name.
10. Following the shipment of SUSINO-branded umbrellas to Salamander Graphix in October 2008, Susino Umbrellas made at least eight additional shipments of SUSINO-branded umbrellas to other customers in the U.S. True and correct copies of the bills of lading for these shipment are attached as part of Exhibit D to the Response to Applicant's Motion for Summary Judgment, the most recent of which was dated July 30, 2010. Although these bills of lading do not indicate, the umbrellas described in the bills of lading were in fact branded with the SUSINO name.
11. In addition to shipping SUSINO-branded umbrellas to customers in the U.S., Susino Umbrella also began shipping umbrellas under the brand name "PAOLO." PAOLO is not a substitute for the brand name SUSINO, but rather, represents another line of products of lesser quality than SUSINO-branded umbrellas. Susino Umbrella continues to sell SUSINO- and PAOLO-branded umbrellas to customers in the U.S. customers today.

I declare, under penalty of perjury under the laws of the United States, that the foregoing was translated to me, and that to the best of my knowledge, information and belief, it is true and correct.

Executed on this 15 day of APRIL, 2011, in JINJIANG, China.


Jorzon Wang
Sasino Umbrella Co., Ltd.

I, Rainy Lin, do hereby certify that I am competent in both the English and Chinese languages and that I have translated the foregoing declaration from the original English into the Chinese language to Mr. Jorzon Wang, who has confirmed that he understands the contents of this declaration and believes it to be true and correct to the best of his knowledge, information and belief.

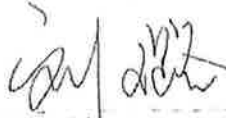

Rainy Lin

EXHIBIT A

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of App. Ser. No. 77/355,544)	
)	
Susino Umbrella Co., Ltd.,)	
)	Opposition No. 91190169
Opposer,)	
)	
v.)	
)	
Susino USA, LLC)	
)	
Applicant.)	

**OPPOSER'S RESPONSE TO
APPLICANT'S REQUEST FOR ADMISSIONS**

Opposer Susino Umbrella Co., Ltd. ("Opposer") submits the following response to Applicant Susino USA, LLC's ("Applicant's") Request for Admissions ("Admissions"):

GENERAL OBJECTIONS

Opposer objects to Applicant's Admissions to the extent that such Admissions are not relevant to the claims asserted in this proceeding, or not calculated to lead to the discovery of admissible evidence.

Opposer objects to Applicant's Admissions to the extent that such Admissions relate to matters that are protected by the attorney-client privilege, the attorney work product privilege, or any other applicable privilege.

Opposer objects to Applicant's Admissions to the extent that such Admissions, including their definitions and instructions, seek to impose any obligation on Opposer beyond that required by the Federal Rules of Civil Procedure or the United States Patent and Trademark Office. Specifically, Opposer objects to Applicant's definition for SUSINO UMBRELLA as being overbroad and implicating parties not relevant to this proceeding. It also objects to Applicant's

definition of SUSINO USA for not including “owners” when such entities are included in the definition of SUSINO UMBRELLA.

To the extent that any Admission is not specifically and explicitly admitted, it is denied.

In responding to these Admissions, Opposer does not waive any of the foregoing objections, or the specific objections set forth in the responses to particular Admissions. By making these responses, Opposer does not concede that its responses are relevant to this action or calculated to lead to the discovery of admissible evidence. Opposer expressly reserves the right to object to further discovery into the subject matter of these Admissions, to the introduction into evidence of any response or portion thereof, and to supplement its response should further investigation disclose responsive information.

Opposer incorporates by reference the foregoing general objections into each of the responses below.

SPECIFIC OBJECTIONS AND RESPONSES

Subject to, and without waiving, the foregoing objections, Applicant responds to the individually numbered Request for Admissions as follows:

REQUEST FOR ADMISSION NO. 1:

Admit that you had constructive knowledge of 77/355,544 application since its effective date of filing with the U.S. Patent and Trademark Office (“USPTO”) of SUSINO.

Opposer objects to Admission No. 1 on the ground that it is irrelevant as to whether Opposer had constructive or actual knowledge of Application No. 77/355544 since its effective date of filing with the USPTO.

Subject to and without waiver of the foregoing, Opposer admits that it learned of Application No. 77/355544, which was filed on December 19, 2007, in early 2008 when Nadrich contacted Jorzon to tell him about it. Opposer otherwise denies Admission No. 1.

REQUEST FOR ADMISSION NO. 2:

Admit that SUSINO USA served the Initial Disclosures to your prior attorneys on August 20, 2009.

Opposer objects to Admission No. 2 on the ground that it is vague and indefinite. The term “prior attorneys” is undefined and thus it is unclear which “prior attorneys” the Admission is referring to.

Subject to and notwithstanding the foregoing, Opposer states that it lacks sufficient information or knowledge about Applicant’s Initial Disclosures to admit or deny the Admissions. At this time, Opposer does not have possession or access to Applicant’s Initial Disclosures, and is unaware of when Applicant served Initial Disclosures on any person or attorney.

REQUEST FOR ADMISSION NO. 3:

Admit that on December 23, 2009 you had been served by e-mail and by mail with Applicant’s Interrogatories and Applicant’s Request for Documents to Opposer.

Opposer objects to Admission No. 3 on the ground that it is irrelevant as well as moot in light of the Board’s March 18, 2011 order (“*Order*”) that held, among other things, that “the certificates of service in all of applicant’s discovery requests and motion for summary judgment all include the same erroneous postal codes, 352771, and are therefore unacceptable on their face....” *Order* at 13.

Subject to and without waiver of the foregoing, Opposer denies Admission No. 3.

REQUEST FOR ADMISSION NO. 4:

Admit that Susino USA, it’s affiliated companies, directors, officers, or employees never acted as an agent or middleman for your company in the sales of umbrellas or has offered the same prior to its’ SUSINO application.

Opposer objects to Admission No. 4 on the ground that the terms “agent” or “middleman” is undefined and thus it is unclear how Applicant interprets or applies these terms in the context of this Admission or the proceeding.

Subject to and without waiver of the foregoing, Opposer lacks sufficient information or knowledge to admit or deny Admission No. 4, since it not aware of Applicant’s affiliated companies, directors, officers and employees, and will not speculate as much. Opposer’s investigations to date indicate that Todd Nadrich appears to be Applicant’s manager and/or President, and Stephanie Shyu appears to be Applicant’s director. Opposer otherwise states that Nadrich and Shyu contacted Opposer to propose an arrangement in which Nadrich and Shyu would solicit wholesale customers in the United States for Opposer’s umbrellas. Opposer, as the Original Equipment Manufacturer, would manufacture umbrellas branded with the wholesale customer’s logo and other markings and ship them directly to the wholesale customer. Pursuant to this arrangement, from 2002 through 2007 (and prior to the filing date of the SUSINO

application), Nadrich and Shyu would prepare purchase orders that identified Opposer as the OEM vendor. (Indeed, in 2007, Shyu even formalized her relationship with Opposer by executing an agreement by which Shyu would “obtain customers for the manufacturing contract of producing umbrellas with Susino companies.”) In payment for its services, Nadrich and Shyu would receive payment directly from the Opposer’s U.S. customer and retain a percentage of the payment before remitting the balance to Opposer. At no time did Nadrich or Shyu representative themselves to Opposer as Susino USA.

REQUEST FOR ADMISSION NO. 5:

Admit that Jinjiang Hengshun Gingham Company is not the same company as Susino Umbrella, LTD.

Opposer objects to Admission No. 5 on the ground that it is irrelevant in light of the Board’s December 10, 2009 order that denied Applicant’s motion to dismiss (“*Order Denying Motion to Dismiss*”). In doing so, the Board recognized that Jingiang Hengshun Gingham Company was Opposer’s previous name, and otherwise did not afford Applicant’s claims to the contrary any merit.

Subject to and without waiver of the foregoing, Opposer denies Admission No. 5.

REQUEST FOR ADMISSION NO. 6:

Admit that the USPTO issued a notice of abandonment for application 79/001855 to Jinjiang Hengshun Gingham Company as in attached Exhibit “A”.

Opposer objects to Admission No. 6 on the ground that it is irrelevant because in its *Order Denying Motion to Dismiss*, at 4, the Board held that “[e]ven if the SUSINO application was abandoned in 2005, such abandonment does not preclude opposer from relying upon any common law rights that it has in that mark.” Moreover, Opposer objects on the ground that there is no Exhibit “A” attached to these Admissions, as they were attached to Applicant’s *Motion for Summary Judgment* filed on March 12, 2010.

Subject to and without waiver of the foregoing, Opposer admits that on June 7, 2005, the USPTO issued a Notice of Abandonment for Application No. 79/001855. Opposer denies the remainder of Admission No. 6.

REQUEST FOR ADMISSION NO. 7:

Admit that there was never a response filed by you to the notice of abandonment for application 79/001855.

Opposer objects to Admission No. 7 on the ground that it is irrelevant because in its *Order Denying Motion to Dismiss*, at 4, the Board held that “[e]ven if the SUSINO application was abandoned in 2005, such abandonment does not preclude opposer from relying upon any common law rights that it has in that mark.”

Subject to and without waiver of the foregoing, Opposer admits that it did not file a response to the Notice of Abandonment issued by the USPTO on June 7, 2005 for Application No. 79/001855. Opposer denies the remainder of Admission No. 7.

REQUEST FOR ADMISSION NO. 8:

Admit that prior to Applicant's application 77/355,544 you never sold or offered to sell any goods in the United States with the SUSINO mark.

Opposer objects to Admission No. 8 on the ground that the term "prior to Applicant's application 77/355,544" is vague and indefinite. It is not clear from the Admission whether Applicant is referring to the date of first use, the date of first use in commerce, or the date of filing.

Subject to and without waiver of the foregoing, Opposer denies Admission No. 8.

REQUEST FOR ADMISSION NO. 9:

Admit that application 79/001855 filed by Jianjiang Hengshun Gingham Company has been declared abandoned and dead by the USPTO.

Opposer objects to Admission No. 9 on the ground that it is irrelevant because in its *Order Denying Motion to Dismiss*, at 4, the Board held that "[e]ven if the SUSINO application was abandoned in 2005, such abandonment does not preclude opposer from relying upon any common law rights that it has in that mark."

Subject to and without waiver of the foregoing, Opposer admits that Application No. 79/001855 was declared to be abandoned as evidenced by the Notice of Abandonment issued by the USPTO on June 7, 2005. According to the USPTO's *TARR* system, the current status of the application is "Abandoned because the applicant failed to respond or filed a late response to an Office action." Opposer denies the remainder of Admission No. 9.

REQUEST FOR ADMISSION NO. 10:

Admit that prior to Applicant's application in 77/355,544 declaring a date of first use of December 10, 2007, you never have used the mark SUSINO for any goods or services for sale in the United States.

Opposer objects to Admission No. 8 on the ground that the term "prior to Applicant's application 77/355,544" is vague and indefinite. It is not clear from the Admission whether Applicant is referring to the date of first use, the date of first use in commerce, or the date of filing.

Subject to and without waiver of the foregoing, Opposer denies Admission No. 10.

REQUEST FOR ADMISSION NO. 11:

Admit that application 79/001855 consists of the Chinese characters forming the Chinese word “Meihau” which translated into English is “plum blossom”.

Opposer objects to Admission No. 11 on the ground that it is irrelevant because the English translation of Meihau has no bearing on the issues in this proceeding.

Subject to and without waiver of the foregoing, Opposer admits that the Chinese word “Meihau” can be translated into English as “plum blossom. Opposer denies the remainder of Admission No. 11.

REQUEST FOR ADMISSION NO. 12:

Admit that you have never filed a United States trademark application for the mark SUSINO.

Opposer denies Admission No. 12.

REQUEST FOR ADMISSION NO. 13:

Admit that Applicant shared with you and you having knowledge that Applicant had been evaluating, researching, and marketing to it’s customers the use of the SUSINO mark for umbrellas as far back as July 2004.

Opposer objects to Admission No. 13 on the ground that it implies that Applicant had a business relationship with Opposer. Subject to and without waiver of the foregoing, Opposer lacks sufficient information or knowledge to admit or deny whether, when and to whom Nadrich or Shyu has been evaluating, researching and marketing the use of the SUSINO mark for umbrellas, and will not speculate as much. Upon information and belief, Nadrich and Shyu did misrepresent to one of Opposer’s wholesale clients that Applicant was a “shareholder” of Opposer, implying Applicant’s association with Opposer and the SUSINO brand, to which Opposer immediately informed Applicant that such association was not authorized. Opposer denies the remainder of Admission No. 13.

REQUEST FOR ADMISSION NO. 14:

Admit that prior to the date of Applicant’s application of 77/355,544 you never filed an application for the mark SUSINO.

Opposer objects to Admission No. 14 on the ground that the term “prior to date of Applicant’s application of 77/355,544” is vague and indefinite. It is not clear from the Admission whether Applicant is referring to the date of first use, the date of first use in commerce, or the date of filing.

Subject to and without waiver of the foregoing, Opposer denies Admission No. 14.

REQUEST FOR ADMISSION NO. 16:

Admit that Applicant, Susino USA, has priority rights to the sole mark SUSINO in application 77/355,544.

Opposer denies Admission No. 16.

REQUEST FOR ADMISSION NO. 17:

Admit that you never filed a company name change with the PTO for application 77/001855.

Opposer objects to Admission No. 17 on the ground that it is irrelevant because whether a company files a name change with the PTO has no bearing on the issues in this proceeding.

Subject to and without waiver of the foregoing, Opposer denies Admission No. 17.

REQUEST FOR ADMISSION NO. 18:

Admit you have no pending or registered application with the PTO using the mark SUSINO.

Opposer denies Admission No. 18.

REQUEST FOR ADMISSION NO. 19:

Admit that your company at the time filing its opposition did not have any registered companies, employees, officers, directors, offices, or warehouses located within the United States.

Opposer objects to Admission No. 19 on the ground that it is irrelevant because the presence of such entities identified in the Admission has no bearing on the issues in this proceeding.

Subject to and without waiver of the foregoing, Opposer admits that at the time of filing its Opposition, it did not have any registered companies, employees, officers, directors, offices or warehouse located within the United States.

REQUEST FOR ADMISSION NO. 20:

Admit that Susino USA, its' directors, officers, or any of its' affiliated companies (Susino USA et. al) have never received any monies from you in the form of commissions under any agreement, whether verbal or written, as an acting agent or middleman for any goods produced by your company.

Opposer lacks sufficient information or knowledge to admit or deny Admission No. 4, since it not aware of Applicant's affiliated companies, directors, officers and employees, and will not speculate as much. Opposer's investigations to date indicate that Todd Nadrich appears to be Applicant's manager and/or President, and Stephanie Shyu appears to be Applicant's director. Opposer otherwise states that U.S. customers would submit payments directly to Nadrich and Shyu, and Nadrich and Shyu would remit those payments to Opposer less a certain percentage as payment for Nadrich and Shyu's services.

REQUEST FOR ADMISSION NO. 21:

Admit that since January, 2008 Susino USA has ceased all business relations with your company due to defective products produced exclusively for Susino USA et. al. by your company.

Opposer denies Admission No. 21 to the extent that it never had a business relationship with Susino USA. Subject to and without waiver of the foregoing, Opposer lacks sufficient information or knowledge to admit or deny the remainder of Admission No. 21. Opposer did receive an email from Nadrich and Shyu dated December 15, 2007, in which Nadrich and Shyu make various claims about Opposer's products, and is aware of an email dated August 7, 2010 to Opposer's counsel in which Nadrich makes various claims about Opposer's products, and states that these emails speak for themselves

REQUEST FOR ADMISSION NO. 22:

Admit that Susino USA et. al. has suffered monetary damages, customer goodwill, and loss of business due to defective products and breach of contract by your company.

Opposer denies Admission No. 22 to the extent that the Admission implies that there was a business relationship between Opposer and Susino USA. Subject to and without waiver of the foregoing, Opposer lacks sufficient information or knowledge to admit or deny the remainder of Admission No. 22. Opposer did receive an email from Nadrich and Shyu dated December 15, 2007, in which Nadrich and Shyu make various claims about their losses, and is aware of an email dated August 7, 2010 to Opposer's counsel in which Nadrich makes various claims about his losses, and states that these emails speak for themselves.

REQUEST FOR ADMISSION NO. 23:

Admit that your company's legal name, as registered in the People's Republic of China, is translated from Chinese to English as Plum Blossom Umbrella, Company.

Opposer objects to Admission No. 23 on the ground that it is irrelevant because whether Opposer's legal name can be translated as Plum Blossom Umbrella has no bearing on the issues in this proceeding. Subject to and notwithstanding the foregoing, Opposer admits that its English name is "Susino Umbrella Co., Ltd.", as approved by the People's Republic of China and evidenced by the attached Certificate of Approval from the same. Applicant denies the remainder of Admission No. 23.

Respectfully submitted,

DAVIS WRIGHT TREMAINE LLP
David Silverman
Brian J. Hurh

/brian j. hurh/

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ATTORNEYS FOR
SUSINO UMBRELLA CO., LTD.

April 18, 2011

CERTIFICATE OF SERVICE

I hereby certify that a complete and true copy of the foregoing **RESPONSE TO APPLICANT'S REQUEST FOR ADMISSIONS** was sent via email and first-class mail on April 18, 2011 to the following:

Todd Nadrich
Susino USA
PO Box 1013
Loxahatchee, FL 33470-1013

Via Email: tnadrich@stsource.com

Todd Nadrich
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Loxahatchee, FL 33470

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Shanghai 200042
CHINA

/brian j. hurh/
Brian J. Hurh

EXHIBIT B


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News Centre [More>>](#)



- 106th Canton Fair In Guang Zhou....
2009.11.17
- 2009 Spring & Autumn new product...
2008.11.16
- SUSINO UMBRELLA CO., LTD. go pub...
2007.9.25

Recommended Products [More>>](#)



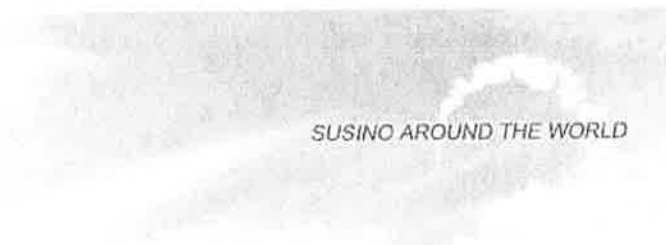


Contact Us

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 Email: Master@susino.net.cn
 China Domestic Business: 066-592-3103210 066-592-3104777
 Email: Domestic@susino.net.cn

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With the approval of Ministry of Commerce (document no.2005-1824), SUSINO UMBRELLA CO., LTD., as a foreign capital investment joint stock company, was founded based on JINJIANG HENGSHUN UMBRELLA CO., LTD. It was founded on Sep.22, 1995, engaged in the design, manufacturing and sales of various types of umbrellas. In the last decade, "SUSINO" umbrellas are exported to more than 100 countries and territories. SUSINO UMBRELLA CO., LTD., evolved from a small Original Equipment Manufacturer (OEM) to a leading manufacture and exporter of umbrellas in China. "SUSINO" brand has been protected by World Intellectual Property Organization. (Madrid Agreement and Protocol). Also it has been granted as CHINA TOP BRAND, CHINA EXPORT TOP BRAND by Ministry of Commerce, PRC.

On Sep.25, 2007 SUSINO became the first umbrella manufacturer to list its stock to the market in ShengZhen, CHINA.

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EXHIBIT C

梅花伞业股份有限公司

SUSINO UMBRELLA CO., LTD.

2009 年年度报告



二零一零年三月二十七日

重要提示

● 本公司董事会、监事会及董事、监事、高级管理人员保证本报告所载资料不存在任何虚假记载、误导性陈述或者重大遗漏，并对其内容的真实性、准确性和完整性承担个别及连带责任。

● 中瑞岳华会计师事务所有限公司为本公司出具了标准无保留意见的审计报告。

● 公司董事长王安邦先生、主管会计工作的负责人颜金练先生、会计机构负责人邱新辉先生声明：保证年度报告中财务报告的真实、完整。

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第一节 公司基本情况简介

一、法定中文名称：梅花伞业股份有限公司

法定英文名称：SUSINO UMBRELLA CO., LTD.

中文简称：梅花伞

英文简称：SUSINO

二、公司法定代表人：王安邦

三、公司董事会秘书及投资者关系管理负责人

	董事会秘书	投资者关系管理负责人
姓名	郑家耀	郑家耀
联系地址	福建省晋江市东石镇金瓯工业区	福建省晋江市东石镇金瓯工业区
电话	0595-85593001	0595-85593001
传真	0595-85597555	0595-85597555
电子信箱	ir@susino.net.cn	ir@susino.net.cn

四、公司注册地址：福建省晋江市东石镇金瓯工业区

公司办公地址：福建省晋江市东石镇金瓯工业区

邮政编码：362271

公司互联网网址：<http://www.susino.com>

公司电子信箱：ir@susino.net.cn

五、公司选定的中国证监会指定信息披露报纸：《证券时报》

登载年度报告的网站网址：<http://www.cninfo.com.cn>

公司年度报告备置地点：福建省晋江市东石镇金瓯工业区公司证券部

六、公司股票上市证券交易所：深圳证券交易所

股票简称：梅花伞

股票代码：002174

七、其他有关资料

(一) 公司首次注册登记日期：2005 年 12 月 28 日

公司注册登记地点：福建省工商行政管理局

(二) 公司企业法人营业执照注册号：350000400002152

(三) 公司税务登记证号码：350582611569108

(四) 公司组织机构代码：611569108

(五) 公司聘请的会计师事务所：中瑞岳华会计师事务所有限公司

会计师事务所办公地址：北京市西城区金融大街 35 号国际企业大厦 A 座 8

—9 层

EXHIBIT D

Shipper

SUSINO UMBRELLA CO., LTD.
JINOU IND. DISTRICT, DONGSHI
TOWN, JINJIANG CITY, FUJIAN, CHINA

B/L No.

XMA1007467AA



Honour Lane Shipping Ltd

As The Carrier

Bill Of Lading

Consignee

HUNTA, INC.
EMPIRE STATE BUILDING 350 FIFTH
AVE, SUITE 2105A, NEW YORK, NY10118

Notify party

HUNTA, INC.
EMPIRE STATE BUILDING 350 FIFTH
AVE, SUITE 2105A, NEW YORK, NY10118

RECEIVED in apparent good order and condition except as otherwise noted the total number of Containers or other Packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms detailed on the front and the reverse pages of this Bill of Lading. On the signed original Bills of Lading must be surrendered duly endorsed in exchange for the Goods or Delivery Order. On presentation of this document (duly endorsed) to the Carrier by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice) to any rule of common law or statute rendering them binding on the Merchant become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.

IN WITNESS whereof the number of original Bills of Lading all of this tenor and date have been signed, one of which being accomplished, the other(s) shall be void.

The contract evidenced by this Bill of Lading is governed by the laws of the Hong Kong Special Administrative Region. Any claim or dispute must be determined exclusively by the courts in the Hong Kong Special Administrative Region or no other court.

Pre-Carriage by

Place of receipt

XIAMEN

Vessel

Voy No.

Port of loading

EVELYN MAERSK V.1008

XIAMEN

Tel No: 1-516-233-2806

Fax No: 1-516-233-2817

Port of discharge

Place of delivery

NEWARK, NJ

NEWARK, NJ

Excess Value declaration as per Clause 15

DELIVERY AGENT:

UNITED CARGO SYSTEMS, INC
110 JERICHO TURNPIKE SUITE 201/FLOOR
PARK, NY 11001 USA

Container No. / Seal No.,
Marks and Numbers

No. of
Containers
or pkgs.

Kind of packages; description of goods
SHIPPER'S LOAD, COUNT & SEAL S.T.C.

Gross weight
(KGS)

Measurement
(CBM)

PONU7193289/CN8319319/CY/CY/1 X 40' HQ/1204 CARTONS/20414.00KGS/62.790CBM
SUSINO/PAOLO

1204 CARTONS

UMBRELLA

20,414.00

62.790

THIS SHIPMENT CONTAINS NO SOLID
WOOD PACKING MATERIALS

1204 CARTONS

20,414.00

62.790

NO ORIGINAL B/L ISSUED
TELEX RELEASE

ORIGINAL

SHIPPED ON BOARD: 30-Jul-2010

Total No. of Containers
or Packages (in words)

ONE (1) X 40' HQ CONTAINER(S) ONLY

Freight and Charges

FREIGHT COLLECT

Revenue Tons

Rate

Per

Prepaid

Collect

Ex. Rate

Prepaid at

Payable at

DESTINATION

Place and date of issue
XIAMEN

30-Jul-2010

Total prepaid in local currency

No. of original B(s)/L
THREE (3)

Stamp / Signature of the Carrier or its agent

Date
30-Jul-2010

Laden on board the Vessel

By

PARTICULARS FURNISHED BY SHIPPER

TOWN, JINJIANG CITY, FUJIAN, CHINA



Honour Lane Shipping Ltd.

As The Carrier

Bill Of Lading

Consignee

HUNTA, INC.
EMPIRE STATE BUILDING 350 FIFTH
AVE, SUITE #2220, NEW YORK, NY 10118

RECEIVED in apparent good order and condition except as otherwise noted the total number of Containers or other Packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms detailed on the front and the reverse pages of this Bill of Lading. One of the signed original Bills of Lading must be surrendered duly endorsed in exchange for the Goods or Delivery Order. On presentation of this document (duly endorsed) to the Carrier by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.

IN WITNESS whereof the number of original Bills of Lading all of this tenor and date have been signed, one of which being accomplished, the other(s) to be void.

The contract evidenced by this Bill of Lading is governed by the laws of the Hong Kong Special Administrative Region. Any claim or dispute must be determined exclusively by the courts in the Hong Kong Special Administrative Region and no other court.

Notify party

HUNTA, INC.
EMPIRE STATE BUILDING 350 FIFTH
AVE, SUITE #2220, NEW YORK, NY 10118

Pre-Carriage by

Place of receipt

XIAMEN

Vessel

Voy No.

MSC SAVONA V.S1023R

Port of loading

XIAMEN

DELIVERY AGENT

UNITED CARGO SYSTEMS, INC
110 JERICHO TURNPIKE SUITE 201 FLORAL
PARK, NY 11001 USA

Tel No: 1-516-233-2806

Fax No: 1-516-233-2812

Port of delivery

NEW YORK, NY

Excess Value declaration as per Clause 15

Container No. / Seal No., Marks and Numbers	No. of Containers or pkgs.	SHIPPER'S LOAD, COUNT & SEAL S.T.C.	Gross weight (KGS)	Measurement (CBM)
TCLU5491590/6873935/CY/CY/1 X 40' HQ/1397 CARTONS/23629.00KGS/62.670CBM	1397 CARTONS	UMBRELLA	23,629.00	62.670
SOSINO				
UMBRELLA				
ITEM NO.:				
RN:94538				
MADE IN CHINA				
C/NO.:				
P.O.NO.:				

THIS SHIPMENT CONTAIN NO WOOD
PACKING MATERIALS.

1397 CARTONS

23,629.00 62.670

NO ORIGINAL BL ISSUED
TELEX RELEASE

ORIGINAL

SHIPPED ON BOARD: 10-Jun-2010

Total No. of Containers or Packages (in words) ONE(1) X 40' HQ CONTAINER(S) ONLY

Freight and Charges	Revenue Tons	Rate	Per	Prepaid	Collect
Freight COLLECT					
Ex. Rate	Prepaid at	Payable at	Place and date of issue		
		DESTINATION	XIAMEN 10-Jun-2010		
	Total prepaid in local currency	No. of original B(s)/L	Stamp / Signature of the Carrier or its agent		
		THREE (3)			

10-Jun-2010

Laden on board the Vessel

By

Consignee
TO ORDER

Notify Party (Complete name and address)

HUNTA, INC.
EMPIRE STATE BUILDING, 350 FIFTH
AVE. SUITE #2220 NEW YORK, NY 10118
TEL: 212-273-0885

Place of Receipt

XIAMEN

Ocean vessel

MAERSK ALTAIR

V. 0906

Port of Loading

XIAMEN

Port of discharge

NEWARK, NJ

Place of delivery

NEW YORK, NY

Panda
LOGISTICS

Panda Logistics Ltd.

ORIGINAL

Marks and numbers	Number and Kind of packages	Description of goods	Gross weight	Measurement
	PART OF 1 X 40' GP S. T. C (FCL)	CY-CY		
	253 CTNS		5278.00 KGS	16.87 CBM

SUSINO
UMBRELLA
ITEM NO. :
RN: 94358
MADE IN CHINA
C/NO. :
P. O. NO. :

UMBRELLA

THIS SHIPMENT CONTAINS NO SOLID
WOOD PACKING MATERIALS

PONU1383487/CN6213021/40' GP

SHIPPED ON BOARD: 2009-07-08

FREIGHT COLLECT

SAY TOTAL TWO HUNDRED FIFTY THREE (253) CTNS ONLY.

according to the declaration of the consignor

FREIGHT & CHARGE

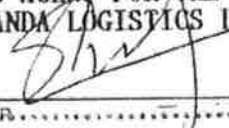
REVENUE/TONS

RATE

PREPAID

COLLECT

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.
Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above.
One of these Combined Transport Bills of lading must be surrendered duly endorsed in exchange for the goods. In Witness whereof the original Combined.
Transport Bills of Lading all of this tenor and date have been signed in the number stated below, one of which being accomplished the other(s) to be void

Freight amount	Freight Payable at	Place and date of issue XIAMEN 2009-07-08
Cargo Insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> Covered according to attached Policy	Number of Original THREE/3	PANDA LOGISTICS CO., LTD. XIAMEN BRANCH Limited AS AGENT FOR THE CARRIER: PANDA LOGISTICS LTD. By  AS CARRIER
For delivery of goods Please apply to: LINK CARGO INTL CORP. 147-39 175TH STREET, #206, JAMAICA, NEW YORK 11434 TEL: 718-656-1131 FAX: 718-656-1138 CTC: JIMMY / DANNY		

CITY, FUJIAN, CHINA
TEL: 86-595-85599834
FAX: 86-595-85593002



Honour Lane Shipping Ltd. as the Carrier Bill of Lading

Consignee
TO ORDER

RECEIVED in apparent good order and condition except as otherwise noted the total number of Containers or other Packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms detailed on the front and the reverse side of the Bill of Lading. It required by the Carrier, one of the signed original Bills of Lading must be surrendered duly endorsed in exchange for the Goods or Delivery Order. On Presentation of this document (duly endorsed) to the Carrier by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms here of shall (without prejudice to any rule of common law or statute rendering them binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.

IN WITNESS whereof the number of original Bills of Lading all of this tenor and date have been signed, one of which being accomplished, the other(s) to be void.

The contract evidenced by this Bill of Lading is governed by the laws of the Hong Kong Special Administrative Region. Any proceedings against the Carrier must be brought in the courts of the Hong Kong Special Administrative Region and no other court.

Notify Party
HONTA, INC.
EMPIRE STATE BUILDING, 350 FIFTH AVE,
SUITE #2220, NEW YORK, NY 10118
FAX: 212-633-0888

DELIVERY AGENT:
UNITED CARGO SYSTEMS, INC
182-09 149TH ROAD, 2ND FLOOR,
JAMAICA, NEW YORK 11413 U.S.A.

Pre-Carriage by Place of receipt:
XIAMEN

Vessel Voy No. Port of loading
MSC FRANCESCA V. 5944R XIAMEN

Tel No: 1-718-6565182
Fax No: 1-718-6565573

Port of discharge Place of delivery
NEW YORK, NY NEW YORK, NY

Excess Value declaration as per Clause 11.4

Container No. / Seal No., Marks and Numbers	No. of Containers or pkgs.	Kind of packages; description of goods SHIPPER'S LOAD, COUNT & SEAL S.T.C.	Gross weight (KGS)	Measurement (CBM)
MSCU4239094/6352049/CY/CY/1 X 40' / 1178 CARTONS / 21548.03KGS / 57.730CBM SUSING UMBRELLA ITEM NO.: RN.: 94538 MADE IN CHINA C/NO.: P.O.NO.:	1178 CARTONS	UMBRELLAS THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS.	21,548.00	57.730
	1178 CARTONS		21,548.00	57.730

ORIGINAL
TELEX RELEASE

Total No. of Containers
or Packages (in words)

SHIPPED ON BOARD: 28-Oct-2009

Freight and Charges	ONE (1) X 40' CONTAINER (1) ONLY	Revenue Type	Date	Per	Prepaid	Collect
---------------------	----------------------------------	--------------	------	-----	---------	---------

FREIGHT COLLECT

Ex. Rate	Prepaid at	Payable at	Place and date of issue
	Total prepaid in local currency	No. of original B(s)/L DESTINATION	XIAMEN 28-Oct-2009 Stamp & Signature of the Carrier or its agent

Date Laden on board the Vessel THREE (3)

28-Oct-2009

By

Shipper

SUSINO UMBRELLA CO., LTD.
JINOU IND. DISTRICT, DONGSHI TOWN, JINJIANG
CITY, FUJIAN, CHINA
TEL: 86-595-8559834
FAX: 86-595-85593002

B/L No.

XMA0909370AA



Honour Lane Shipping L

as the Carrier

Bill of Lading

Consignee

TO ORDER

Notify Party

HUNTA, INC.
EMPIRE STATE BUILDING, 350 FIFTH AVE,
SUITE #2220, NEW YORK, NY 10110
FAX: 212-633-0800

RECEIVED in apparent good order and condition except as otherwise the total number of Containers or other Packages or units enumerated for transportation from the place of receipt to the place of delivery and the terms detailed on the front and the reverse side of the Bill of Lading required by the Carrier, one of the signed original Bills of Lading or surrendered duly endorsed in exchange for the Goods or Delivery Or Presentation of this document (duly endorsed) to the Carrier by or for the Holder, the rights and liabilities arising in accordance with the terms of the Holder, shall (without prejudice to any rule of common law or statute rendering binding on the Merchant) become binding in all respects between the and the Holder as though the contract evidenced hereby had been made by them.

IN WITNESS whereof the number of original Bills of Lading all of the and date have been signed, one of which being accomplished, the other be void.

The contract evidenced by this Bill of Lading is governed by the laws of the Hong Kong Special Administrative Region. Any proceedings against the must be brought in the courts of the Hong Kong Special Administrative Region and no other court.

DELIVERY AGENT:

UNITED CARGO SYSTEMS, INC
182-09 149TH ROAD, 2ND FLOOR,
JAMAICA, NEW YORK 11413 U.S.A.

Tel No: 1-718-6565182

Fax No: 1-718-6565573

Excess Value declaration as per Clause 11.4

Pre-Carriage by

Place of receipt

XIAMEN

Vessel

Voy No.

Port of loading

MSC DANIELA V. 5940R

XIAMEN

Port of discharge

NEW YORK, NY

Place of delivery

NEW YORK, NY

Container No. / Seal No.,
Marks and NumbersNo. of
Containers
or pkgs.Kind of packages; description of goods
SHIPPER'S LOAD, COUNT & SEAL S.T.C.Gross weight
(KGS)Measurement
(CBM)

MSCU5717979/6361751/CY/CY/1 X 40'/1432 CARTONS/23169.00KGS/58.140CBM

SUSINO

1432 CARTONS UMBRELLAS

23,169.00

58.140

UMBRELLA

ITEM NO.:

RN.: 94538

MADE IN CHINA

C/NO.:

P.O.NO.:

1432 CARTONS

23,169.00

58.140

ORIGINAL

Total No. of Containers
or Packages (in words)

SHIPPED ON BOARD: 30-Sep-2009

Freight and Charges

ONE (1) X 40' CONTAINER(S) ONLY

Per

Prepaid

Collect

FREIGHT COLLECT

Ex. Rate

Prepaid at

Payable at

Place and date of issue

Total prepaid in local currency

No. of original B(s)/L
DESTINATION

Stamp & Signature of the Carrier or its agent

Date

Laden on board the Vessel

THREE (3)

By

For and on behalf of

HONOUR LANE SHIPPING LTD.
深圳市鸿安货运代理有限公司厦门分公司

6-Sep-2009



TO ORDER

RECEIVED in apparent good order and condition except as otherwise noted. The total number of Containers or other Packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms and conditions on the front and the reverse side of the Bill of Lading required by the Carrier, one of the signed original Bills of Lading must be surrendered duly endorsed in exchange for the Goods or Delivery Order. Presentation of this document (duly endorsed) to the Carrier by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering this binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.

IN WITNESS whereof the number of original Bills of Lading all of this ten and date have been signed, one of which being accomplished, the other(s) be void.

The contract evidenced by this Bill of Lading is governed by the laws of the Hong Kong Special Administrative Region. Any proceedings against the Carrier must be brought in the courts of the Hong Kong Special Administrative Region and no other court.

DELIVERY AGENT:
UNITED CARLOS SYSTEMS, INC
182-09 149TH ROAD, 2ND FLOOR,
JAMAICA, NEW YORK 11413 U.S.A.

Tel No: 1-718-6565182
Fax No: 1-718-6565573

Excess Value declaration as per Clause 11.4

Container No./Seal No., Marks and Numbers	No. of Containers or pkgs.	SHIPPER'S LOAD, COUNT & SEAL S.T.C. Kind of packages: description of goods	Gross weight (KGS)	Measurement (CBM)
MSCU4228000/4074472/CY/CY/1 X 40'	1524	CARTONS/25741.00KGS/54.040CBM		
SUSINO	1524	CARTONS UMBRELLA	25,741.00	54.040
UMBRELLA				
ITEM NO.:				
RN.:94358				
MADE IN CHINA				
C/NO.:1-UP				
PQ NO.:				
	1524	CARTONS	25,741.00	54.040

ORIGINAL

SHIPPED ON BOARD: 12-Aug-2009

Per

Prepaid

Collect

 NIGHT COLLECT

Ex Fatig

Prepaid at

Payable at

Place and date of issue

Total prepaid in local currency

No. of original B(9)1
DESTINATION

Stamp & Signature of the Carrier or its agent

02:43:03

Leden on board the ~~VAN DER~~ **VAN DER** (3)

2-Aug-2009

By

CITY, FUJIAN, CHINA
TEL: 86-595-85599834
FAX: 86-595-85593002



Honour Lane Shipping Ltd as the Carrier Bill of Lading

Consignee
TO ORDER

Notify Party

HUNTA, INC.
EMPIRE STATE BUILDING, 350 FIFTH AVE,
SUITE #2220, NEW YORK, NY 10118
FAX: 212-633-0888

RECEIVED in apparent good order and condition except as otherwise noted the total number of Containers or other Packages or units enumerated for transportation from the place of receipt to the place of delivery subject to the terms detailed on the front and the reverse side of the Bill of Lading required by the Carrier, one of the signed original Bills of Lading is surrendered duly endorsed in exchange for the Goods or Delivery. On Presentation of this document (duly endorsed) to the Carrier by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms of the Bill of Lading (without prejudice to any rule of common law or statute rendering binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made by them.

IN WITNESS whereof the number of original Bills of Lading all of the same tenor and date have been signed, one of which being accomplished, the others be void.

The contract evidenced by this Bill of Lading is governed by the laws of the Hong Kong Special Administrative Region. Any proceedings against the Carrier must be brought in the courts of the Hong Kong Special Administrative Region and no other court.

Pre-Carriage by

Place of receipt

XIAMEN

Vessel

Voy No.

Port of loading

MSC DANIT V. S936R

XIAMEN

DELIVERY AGENT:
UNITED CARGO SYSTEMS, INC
182-09 149TH ROAD, 2ND FLOOR,
JAMAICA, NEW YORK 11413 U.S.A.

Tel No: 1-718-6565182

Fax No: 1-718-6565573

Port of discharge

Place of delivery

NEW YORK, NY

NEW YORK, NY

Excess Value declaration as per Clause 11.4

Container No. / Seal No.
Marks and Numbers

No. of
Containers
or pkgs.

Kind of packages; description of goods
SHIPPER'S LOAD, COUNT & SEAL S.T.C.

Gross weight
(KGS)

Measurement
(CBM)

MSCU4288592/5363050/CY/CY/1 X 40'/1393 CARTONS/24114.00KGS/56.280CBM

SUSINO

1393 CARTONS UMBRELLA

24,114.00

56.280

UMBRELLA

ITEM NO.:

RN.: 94538

MADE IN CHINA

C/NO.:

P.O.NO.:

1393 CARTONS

24,114.00

56.280

ORIGINAL

Total No. of Containers
or Packages (in words)

SHIPPED ON BOARD: 02-Sep-2009

Freight and Charges

ONE (1) X 40'

CONTAINER(S)

ONLY

Per

Prepaid

Collect

FREIGHT COLLECT

Ex. Rate

Prepaid at

Payable at

Place and date of issue

Total prepaid in local currency

No. of original B(s)/L

DESTINATION

XIAMEN Stamp & Signature of the Carrier or its agent

HONOUR LANE SHIPPING LTD.
厦门市安海货运代理有限公司厦门分公司

Date

Laden on board the vessel

THREE (3)

By

02-Sep-2009

JINOU IND. DISTRICT, DONGSHI TOWN, JINJIANG
CITY, FUJIAN, CHINA
TEL: 86-595-85599634
FAX: 86-595-85593092

Consignee

TO ORDER



Honour Lane Shipping Ltd as the Carrier Bill of Lading

RECEIVED in apparent good order and condition except as otherwise noted the total number of Containers or other Packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms detailed on the front and the reverse side of the Bill of Lading required by the Carrier, one of the signed original Bills of Lading must be surrendered duly endorsed in exchange for the Goods or Delivery Order. Presentation of this document (duly endorsed) to the Carrier by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms of shall (without prejudice to any rule of common law or statute rendering binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.

IN WITNESS whereof the number of original Bills of Lading all of this and date have been signed, one of which being accomplished, the others to be void.

The contract evidenced by this Bill of Lading is governed by the laws of Hong Kong Special Administrative Region. Any proceedings against the Carrier must be brought in the courts of the Hong Kong Special Administrative Region and no other court.

Notify Party

HUNTA, INC.
EMPIRE STATE BUILDING, 350 FIFTH AVE,
SUITE #2220, NEW YORK, NY 10118
FAX: 212-633-0888

Pre-Carriage by

Place of receipt

XIAMEN

Vessel

Voy No.

Port of loading

MSC KALINA V.59378

XIAMEN

Port of discharge

Place of delivery

NEW YORK, NY

NEW YORK, NY

Tel No: 1-718-6565182

Fax No: 1-718-6565182 Excess N/A Declaration as per Clause 11.4

DELIVERY AGENT:

UNITED CARGO SYSTEMS, INC
182-09 149TH ROAD, 2ND FLOOR,
JAMAICA, NEW YORK 11413 U.S.A.

Container No. / Seal No., Marks and Numbers	No. of Containers or pkgs.	Kind of packages; description of goods	Gross weight (KGS)	Measurement (CBM)
1BKU6526761/5347238/CY/CY/1 X 40' HQ/100SCARTONS/16637.00KGS/61.160CBM SUSINO UMBRELLA ITEM NO.: RN.:94538 MADE IN CHINA C/NO.: P.O.NO.:	1008 CARTONS	SHIPPER'S LOAD, COUNT & SEAL S.T.C.	16,637.00	61.160
	1008 CARTONS		16,637.00	61.160

ORIGINAL

Total No. of Containers
or Packages (in words)

Freight and Charges

Revenue Tons

Rate

Per

SHIPPED ON BOARD 09-Sep-2009

Prepaid

Collect

ONE(1)X40' HQ CONTAINER(S) ONLY

FREIGHT COLLECT

Prepaid at

Payable at

Place and date of issue

Ex. Rate

Total prepaid in local currency

No. of original B(s)/L

Stamp & Signature of the Carrier or its agent
XIAMEN 09-Sep-2009

DESTINATION

Date

Laden on board the Vessel

THREE(3)

By

For and on behalf of
HONOUR LANE SHIPPING LTD.
上海安盛国际货运有限公司厦门分公司

09-Sep-2009



XMSE890173

BILL OF LADING

SHIPPER/EXPORTER SUSINO UMBRELLA CO., LTD. JINOU IND. DISTRICT, DONGSHI, JINJING, FUJIAN, CHINA		DOCUMENT NO. XMSE89080	
CONSIGNEE TO TO THE ORDER		EXPORT REFERENCES	
NOTIFY PARTY/INTERMEDIATE CONSIGNEE SALAMANDER GRAPHIX INC. 10 HANGAR WAY, WATSONVILLE CALIFORNIA USA		FORWARDING AGENT	
PIER		POINT AND COUNTRY OF ORIGIN	
PLACE OF RECEIPT XIAMEN		FOR ARRIVAL INFO & RELEASE OF CARGO CONTACT DEDOLA GLOBAL LOGISTICS INC. 3822 KATELLA AVENUE LOS ALAMITOS, CA 90720 U.S.A. TEL: 562 594 8988 FAX: 562 594 6704	
CARRIER/VOYAGE NO. EVER URSULA V. 0535E		SPECIAL INSTRUCTIONS	
PORT OF DISCHARGE LONG BEACH, CA		DECLARED VALUE	
PORT OF LOADING XIAMEN			
FINAL DESTINATION LONG BEACH, CA			

PARTICULARS FURNISHED BY SHIPPER

LONG BEACH, CA		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
2008/2009 SALAMANDER GRAPHIX INC. UMBRELLA PROGRAM MADE IN CHINA (IN DIA.)	1287 CARTONS	SHIPPER'S LOAD & COUNT SAID TO CONTAIN: 1,287 CARTONS UMBRELLA	35,790.000 KGS	87.321 CBM
<u>CONTAINER / SEAL / TYPE / PKGS / WT / CBM</u>		FREIGHT COLLECT SVC TYPE: CY/CY THIS SHPT CONTAINS NO SOLID WOOD PACKING MATERIAL.	Oct 09 2008	
EISU1671180/EMCAXW7718/40'514/16,100.000/39.421 UESU4176486/EMCAXW7758/40'773/19,690.000/47.900		ONE THOUSAND TWO HUNDRED EIGHTY SEVEN CARTONS		

These commodities licensed by U.S. for ultimate destination

FREIGHT CHARGES PAYABLE BY	
PREPAID	COLLECT
FREIGHT COLLECT AS ARRANGED	
US \$	TOTAL

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding.

The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.

In WITNESS whereof three (3) original Bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

LIMITATION ON CARRIER'S LIABILITY/SHIPPER'S AD VALOREM OPTION: The Carrier shall in no event be or become liable for any loss or damage to or in connection with the transportation of Goods in an amount exceeding US \$500 per package, or in the case of goods not shipped in packages per customary freight unit, or the equivalent of that sum in other currency for such other limitation imposed by a Carriage of Goods by Sea Act, statute or law in force according to the provisions hereof) unless the nature and value of such goods have been declared by the Merchant before shipment and inserted in the Bill of Lading. Such declaration of value shall not, however, be conclusive on the Carrier for purposes of determining the extent of the Carrier's liability. If the Merchant desires to be covered for a valuation in excess of said US \$500 per package or customary freight unit or any other applicable limitation, the Merchant must so stipulate in this Bill of Lading and such additional only will be assumed by the Carrier upon payment of Carrier's ad valorem freight charge.

Declared Cargo Value \$ _____ If Merchant enters value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charge.



B/L No. XMLGBS8A0003

By ORIENT STAR TRANSPORT INT'L LTD.
AS AGENTS FOR DEDOLA GLOBAL LOGISTICS, INC.

EXHIBIT E

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of App. Ser. No. 77/355,544)	
)	
Susino Umbrella Co., Ltd.,)	
)	
Opposer,)	
v.)	Opposition No. 91190169
)	
Susino USA, LLC,)	
)	
Applicant.)	

DECLARATION OF ANBANG WANG

I, Anbang Wang, declare as follows:

1. I am over 18 years of age. I reside in Fujian, China. I am President of Susino Umbrella Co., Ltd. ("Susino Umbrella"), the Opposer in the above-captioned proceeding. I was, and continue to be, the authorized representative of Susino Umbrella in this proceeding, and make this declaration on behalf of myself and Susino Umbrella.
2. I am fully competent to make this declaration, and I have personal knowledge of the facts stated in this declaration.
3. I am a Chinese citizen, and cannot read or understand English, and therefore must rely on third parties for the translation and interpretation of all English communications, including those related to business and legal matters.
4. I am not a lawyer, and am not familiar with the legal procedures of the United States Trademark Trial and Appeal Board ("Board").

5. To the best of my knowledge, information and belief, all of the facts stated in this declaration are true and correct.

Susino Umbrella Co., Ltd.

6. Susino Umbrella is a Chinese corporation having offices at Jin'ou Industrial Park, Dongshi Town, Jinjiang, FJ 362271 CHINA.
7. Susino Umbrella has been in the business of manufacturing, marketing and selling umbrellas and other products since 1995, when it was formerly known as Jinjiang Hengshun Umbrella Company, Ltd. ("Hengshun Umbrella"). On December 28, 2005, it registered its new name – Susino Umbrella – with the Fujian Bureau for the Industry and Commerce Administration ("Fujian Bureau"). The Fujian Bureau issued a certificate of registration acknowledging the new name on February 17, 2006.
8. Since 1995, Susino Umbrella has manufactured and exported more than 480 million umbrellas to over 100 countries around the world, including 20 million umbrellas to the U.S. In light of its global success, in September 2007, Susino Umbrella became a publicly-traded company in the ShenZhen Stock Exchange Market.
9. Susino Umbrella owns and uses the mark SUSINO, the same mark applied for by Susino USA LLC ("Susino USA") on December 19, 2007 (Serial No. 77/355544), the subject application in this proceeding ("Application").
10. Susino Umbrella first established rights to the SUSINO mark with its international registration for the SUSINO mark plus design and Chinese characters, which issued on March 26, 2004 (Int'l Registration No. 822244). (Exhibit 12.) Then, on March

26, 2004, Susino Umbrella further sought to secure rights to the SUSINO mark by filing a 66A application with the Board (Serial No. 79/001855) for the same SUSINO mark plus design and Chinese characters. (Exhibit 11.) Although that application was refused, and subsequently abandoned, due primarily to a purported likelihood of confusion with a registered mark depicting the same plum blossom design as found in Susino Umbrella's then-applied-for mark, Susino Umbrella did not thereafter abandon the SUSINO mark, it continued to hold its international registration that included the SUSINO mark, and it continues to use the SUSINO mark today to market its umbrellas and other goods.

Nadrich and Shyu Were Merely the U.S. Sales Agents for Susino Umbrella, and Had No Ownership In or Authority to Use The SUSINO Mark

11. In 2002, Todd Nadrich and Stephanie Shyu contacted Susino Umbrella to propose an arrangement in which Nadrich and Shyu would solicit wholesale customers in the U.S. for Susino Umbrella's umbrellas, and Susino Umbrella, as the Original Equipment Manufacturer ("OEM"), would manufacture and ship the umbrellas, branded with the wholesale customers' logos or other markings, directly to the wholesale customer. This arrangement continued through to the end of 2007.
12. During the time that Nadrich and Shyu were soliciting customers for Susino Umbrella's umbrellas, neither Nadrich nor Shyu represented to me or anyone else, to my knowledge, that either of them worked for or were otherwise associated with an entity called "Susino USA." Indeed, as discussed below, I was not aware of

"Susino USA" until after the Application was filed, and to my knowledge, Susino USA did not exist until about the time that the Application was filed.

13. To fulfill customers' orders, Nadrich and Shyu would prepare purchase orders for the wholesale customer and email the purchase orders to Susino Umbrella's sales manager, Jianzhang "Jorzon" Wang ("Jorzon"), and Carter Guan, who worked with Jorzon at the factory. Susino Umbrella would, in turn, manufacture the umbrellas per the specifications in the purchase order and ship the finished product directly to the wholesale customer. (Exhibit 6.)
14. At all times during this arrangement, Nadrich and Shyu acted only as the U.S. sales agents for Susino Umbrella, operating for the limited purpose of soliciting wholesale customers to purchase OEM umbrellas from Susino Umbrella.
15. I did learn from Jorzon, however, that, during a visit to our factory in China in 2003, Nadrich and Shyu had misrepresented themselves to a wholesale customer, who was also visiting the factory, as shareholders of the company, which was not true. Jorzon, who was present at the time, later told them that this was not appropriate and that they must not misrepresent themselves as such in the future.
16. By email dated June 13, 2007, Shyu presented Susino Umbrella with a proposed agreement as a means to "protect both of us" regarding "current OEM customers" only, and pursuant to which she would "obtain customers for the manufacturing contract of producing umbrellas with Susino companies." The proposed agreement did not include any provision whatsoever regarding the use, ownership, assignment, transfer, licensing or any other grant of rights in the SUSINO mark to Shyu, Nadrich, Susino USA or any other person or entity. The agreement was limited in

scope to Shyu acting only as the U.S. sales agent to obtain customers for Susino Umbrella. Shortly after Shyu presented the proposed agreement, I authorized Jorzon to sign the agreement on behalf of Susino Umbrella, and Shyu signed the agreement as herself. (Exhibits 5 and 8 (executed agreement).)

17. In the June 13 email, Shyu also indicated that Nadrich planned to discuss a similar agency agreement with me at an upcoming Las Vegas trade show featuring exhibitions by a variety of merchandisers, a gift expo and a jewelry show, in August 2007. (Exhibits 5 and 9.)
18. During the Las Vegas trade show, Susino Umbrella secured a booth as an exhibitor and displayed its goods, including umbrellas, bearing the SUSINO mark. Nadrich, who was attending the trade show, visited Susino Umbrella's booth and thus had access to Susino Umbrella's products, brochures and other SUSINO-branded materials. Although Jorzon attended the trade show as a representative of Susino Umbrella, I did not attend. In any event, Jorzon did not discuss any type of agency agreement with Nadrich at the trade show, and neither I, Jorzon nor anyone else from Susino Umbrella entered into such an agreement with Nadrich during or after the trade show, including any agreement regarding the use, ownership, assignment, transfer, licensing or other grant of rights in the SUSINO mark.
19. At no time did Susino Umbrella execute any agreement, or make any agreement, implied or otherwise, regarding the use, ownership, assignment, transfer, license or other grant of rights in the SUSINO mark to Susino USA, Shyu or Nadrich.
20. By email dated December 15, 2007, Shyu claimed that she and Nadrich had lost customers and purported to be having quality problems with Susino Umbrella's

umbrellas. In that email, Shyu and Nadrich admitted that the SUSINO mark belonged to Susino Umbrella by declaring that someone “failed” to secure the SUSINO trademark for Susino Umbrella, and by demanding that Susino Umbrella pay “\$7.5m yuan” if Susino Umbrella wanted to purchase the mark “back” from them, even though Susino USA had not yet filed its application for SUSINO. (Exhibit 10.)

21. The Application was not the first time that Nadrich attempted to misappropriate the SUSINO mark. In June 2007, and without Susino Umbrella’s knowledge or authorization, Nadrich had personally filed an application in his own name (Serial No. 77/215989) for the very same SUSINO mark and design that Susino Umbrella had previously applied for under its predecessor name (Hengshun Umbrella) in March 2004 (Serial No. 79/001855), and which Susino Umbrella had already secured by its international registration that issued in March 2004. (Exhibits 11 and 16.) Nadrich’s June 2007 application was especially disingenuous since Nadrich was expressing an interest in entering into an agency agreement with Susino Umbrella at the same time. (Exhibit 5.)

Susino Umbrella Files a Notice of Opposition Against Susino USA’s Application

22. On December 19, 2007, and without Susino Umbrella’s knowledge or authorization, Susino USA filed its Application. Susino Umbrella also did not authorize Nadrich to use the “Susino” name for his company, Susino USA.
23. In early 2008, I learned about the Application from Jorzon, who informed me in person that Nadrich had called Jorzon to tell him that he had just filed an

application for SUSINO. He did not mention to Jorzon that the Application was filed by "Susino USA." It was only after efforts began to prepare the opposition to the Application that I learned about the existence of Susino USA.

24. The designation SUSINO in the Application is identical to Susino Umbrella's prior use of the SUSINO mark – the usage claimed by Susino USA in its Application was for the sale of umbrellas made and marked SUSINO by Susino Umbrella. Indeed, the catalog specimen submitted by Susino USA with its Application to support its claim of use is actually Susino Umbrella's own catalog, and Nadrich, who submitted the specimen on behalf of Susino USA, knew that the catalog was not owned or created by Susino USA. In fact, the original specimen of use that was rejected by the examining attorney was also manufactured and owned by Susino Umbrella. Thus, whatever use Susino USA claimed in its Application was actually Susino Umbrella's own use.

25. Having no knowledge of Board procedure or U.S. trademark law, I, as the authorized representative of Susino Umbrella, contacted Xiamenshi Huliqin Jinxiang Lianhe Trademark Agency Co. ("Jinxiang"), a trademark agency located in Fujian, China, to handle the potential opposition. Jinxiang assured me that it was capable of representing Susino Umbrella in an opposition proceeding before the Board. At that time, I had no reason to believe that Jinxiang was not capable of handling an opposition against Susino USA's Application for SUSINO, and thus, authorized Jinxiang to file a notice of opposition against the Application.

26. However, without my knowledge or authorization, Jinxiang assigned the matter to the law firm Voson Intellectual Property Co., Ltd. ("Voson"), located in Beijing,

China. I was not aware that Voson was involved in the case until Jinxiang informed me of Voson's involvement after the Board ruled in favor of Susino USA.

27. Voson, in turn, solicited the assistance of a U.S. law firm, Vidas, Arrett & Steinkraus, PC, located in Eden Prairie, Minnesota. Again, I did not authorize Vidas to represent Susino Umbrella, and was not aware that Vidas was involved in the case until about five months after the opposition began, when Jinxiang informed me that Vidas was in fact involved in the case, and that Vidas was withdrawing from the case. Although Vidas claimed that it was withdrawing due to Susino Umbrella's non-payment of legal fees, despite purportedly communicating to Susino Umbrella in March 2009 estimates of the cost of an opposition, that communication was presumably made to Voson only, and was not conveyed to me or anyone else at Susino Umbrella until Jinxiang requested additional payment for legal fees from Susino Umbrella in October 2009. Prior to filing the notice of opposition, Jinxiang had informed me that the cost of an opposition would only be \$5,000. Having no knowledge or experience with Board proceedings, I had no reason to question Jinxiang's cost estimate of the opposition at that time.

28. Vidas also claimed that Susino Umbrella had signed a client agreement with Vidas. However, I had no knowledge of any client agreement with Vidas, and neither I nor anyone else at Susino Umbrella signed any such client agreement. I have been informed that, upon closer inspection of Vidas' client agreement, it appears that Voson had signed the client agreement, despite having no authorization to do so. As mentioned earlier, I did not know that Vidas was involved in the case until after it

withdrew, and did not know Voson was involved until after this proceeding had ended.

29. On May 13, 2009, a notice of opposition was filed against Susino USA's Application.

Susino USA Failed to Properly Serve its Discovery Requests and the Summary Judgment Motion on Susino Umbrella, Precluding Susino Umbrella any Opportunity to Respond

30. Following Vidas' withdrawal from the case, Jinxiang assured me that it was still capable of representing Susino Umbrella in this proceeding. Because the Board had not taken any adverse action against Susino Umbrella at that point, I continued to believe that Jinxiang was still competent to handle the case.

31. However, as it turned out, I received very little, if any, information, communication or counsel regarding this case from Voson (who I did not know was involved in the case) or Jinxiang, despite my diligent attempts to seek such information. Moreover, filings were made with the Board purportedly on behalf of Susino Umbrella, but without Susino Umbrella's authorization or knowledge.

32. For example, I have been informed that, soon after Vidas withdrew from the case, a document titled "Statement of Opposer Chooses to Represent Itself" was filed with the Board on November 29, 2009 ("Statement"). I have also been informed that the Statement bore my electronic signature as well as the e-mail address "meihuaumbrella@yahoo.com.cn." However, I did not authorize this statement to be made on behalf of Susino Umbrella, and did not have any knowledge of the Statement until after this proceeding had ended. Moreover, the e-mail address

provided in the Statement is an obsolete account, and to my knowledge, has not been used for at least 4 years.

33. I have been informed that a Change of Correspondence Address was filed with the Board on December 2, 2009, indicating that Susino Umbrella's contact information for this case would be:

Wang Anbang
President
Jin'ou Industrial Park, DongshiTown,
Jinjiang, FJ 362271
CHINA
meihuaumbrella@yahoo.com.cn

However, I did not authorize this Change of Correspondence Address to be made on behalf of Susino Umbrella, and did not have any knowledge of this filing until after the end of this proceeding. While the physical mailing address provided in the Change of Correspondence Address was in fact Susino Umbrella's correct mailing address, the e-mail address provided was the same obsolete e-mail address that was provided in the earlier Statement.

34. My lack of knowledge about the status of proceedings concerning the Application also was due to Susino USA's failure to properly serve its discovery requests or its summary judgment motion on Susino Umbrella. For example, I have been informed that on or about December 23, 2009, Susino USA purported to serve interrogatories and document requests on Susino Umbrella by sending its requests to me using Susino Umbrella's corporate address of record, except that Susino USA used the wrong postal code, 352771, not the correct postal code, 362271. Consequently, I did not receive either of these requests, and neither I nor anyone

else at Susino Umbrella knew about the requests until after this proceeding had ended. Had Susino Umbrella received these requests, Susino Umbrella would have provided an appropriate and timely response to Susino USA.

35. I have been informed that on or about January 11, 2010, Susino USA purported to serve a request for admissions on Susino Umbrella by sending its request to me using Susino Umbrella's corporate address of record, except that Susino USA again used the wrong postal code, 352771, not the correct postal code, 362271. Consequently, I did not receive this request for admissions, and neither I nor anyone else at Susino Umbrella knew about the request until after this proceeding had ended. Had Susino Umbrella received the request, Susino Umbrella would have provided an appropriate and timely response to Susino USA.

36. I have been informed that on or about January 11, 2010, Susino USA purported to e-mail a copy of its request for admissions to Susino Umbrella's email address "meihuaumbrella@yahoo.com.cn." However, as noted earlier, that e-mail address was submitted to the Board without authorization, and has not been used for at least 4 years. Thus, I did not receive a copy of the request via e-mail. Moreover, to my knowledge, no agreement was ever made with Susino USA to permit service of process via e-mail or other electronic transmission.

37. I have been informed that on or about March 12, 2010, Susino USA filed a motion for summary judgment with the Board and purported to serve the motion on me using Susino Umbrella's corporate address of record, except that Susino USA again used the wrong postal code, 352771, not the correct postal code, 362271.

Consequently, I did not receive the motion, and neither I nor anyone else at Susino Umbrella knew about the motion.

38. I have been informed that on or about March 12, 2010, Susino USA purported to e-mail its motion for summary judgment to Susino Umbrella's email address "meihuaumbrella@yahoo.com.cn." However, as noted earlier, that e-mail address was submitted to the Board without authorization, and has not been used for at least 4 years. Thus, I did not receive a copy of the motion via e-mail. Moreover, to my knowledge, no agreement was ever made with Susino USA to permit service of process via e-mail or other electronic transmission.

39. I did not know about the summary judgment motion until on or about July 9, 2010, when Jorzon forwarded me an email dated July 1, 2010 from Shyu telling Jorzon that Susino Umbrella "lose [sic] the trademark trial." (Exhibit 13.)

40. Although I did receive a copy of the Board's March 26 order suspending the case pending resolution of the motion for summary judgment (since the Board used the correct postal code 362271), because I could not read or understand English, I requested a translation of the order from Jinxiang. Jinxiang provided me with a Chinese translation of the Board's order, which, in English, read to mean:

"The written Response will not be acceptable any more, and now it is entered into the judgement [sic] stage."

41. Based on Jinxiang's translation, I was not aware that a summary judgment motion had been filed in the case, and was led to believe that no response or action by Susino Umbrella was required or necessary. Had I known about the summary judgment motion from the Board's order – or had Susino USA properly served its

motion on Susino Umbrella – Susino Umbrella would have filed an appropriate and timely response with the Board.

Susino Umbrella Learns for the First Time about the Summary Judgment Motion and the Board's Order Granting the Motion, Promptly Seeks New Counsel to File Motion for Relief

42. On or about July 9, 2010, Jorzon forwarded me a July 1, 2010 email from Shyu to Jorzon informing him that Susino Umbrella had lost the opposition. (Exhibit 13.) Soon after, I contacted Jinxiang to inquire about Shyu's email and the case. It was at this time that Jinxiang informed me for the first time that the Board had in fact ruled in favor of Susino USA. Jinxiang also informed me, for the first time, that Voson had been handling the case after Vidas' withdrawal. Prior to this, I was not aware that Voson was involved in this proceeding, and had not authorized them to represent Susino Umbrella in this proceeding.
43. Upon learning about the Board's decision and the facts and circumstances of the case that had heretofore been unknown to me, I immediately discharged Jinxiang as Susino Umbrella's counsel and hired new legal counsel, the Beijing LawConstant LLP ("Beijing LawConstant"), located in Beijing, China, to immediately seek relief from the Board's decision. With my authorization, Beijing LawConstant sought the counsel of Davis Wright Tremaine LLP, in Washington, D.C., who promptly prepared and filed a motion for relief on behalf of Susino Umbrella.
44. Since 1995, Susino Umbrella has used the name SUSINO for its umbrellas in over 100 countries worldwide, including the U.S., and intends to continue doing so. Susino USA's claimed use of the SUSINO mark fraudulently relies on Susino

Umbrella's own use of the mark on umbrellas and brochures, among other things, and on actions taken by Nadrich and Shyu as the U.S. sales agents for Susino Umbrella. With these facts now revealed, it is apparent that Susino USA is not entitled to registration of the SUSINO mark. It would be extremely inequitable and prejudicial to Susino Umbrella and the public if the Board decided not to set aside its summary judgment order and not permit Susino Umbrella to respond to Susino USA's summary judgment motion in order to defend its lawful rights to the SUSINO mark.

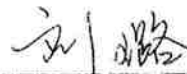
I declare, under penalty of perjury under the laws of the United States, that the foregoing was translated to me, and that to the best of my knowledge, information and belief, it is true and correct.

Executed on this 19 day of August, 2010, in Beijing, China.



Anbang Wang
President, Susino Umbrella Co., Ltd.

I, Rainy Liu, do hereby certify that I am competent in both the English and Chinese languages and that I have translated the foregoing declaration from the original English into the Chinese language to Mr. Anbang Wang, who has confirmed that he understands the contents of this declaration and believes it to be true and correct to the best of his knowledge, information and belief.



Rainy Liu

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of App. Ser. No. 77/355,544)	
)	
Susino Umbrella Co., Ltd.,)	
)	
Opposer,)	
v.)	Opposition No. 91190169
)	
Susino USA, LLC,)	
)	
Applicant.)	

DECLARATION OF JIANZHANG "JORZON" WANG

I, Jianzhang "Jorzon" Wang, declare as follows:

1. I am over 18 years of age. I reside in Jinjiang, Fujian, China. I am a sales manager for Susino Umbrella Co., Ltd. ("Susino Umbrella"), the Opposer in the above-captioned proceeding.
2. I am fully competent to make this declaration, and I have personal knowledge of the facts stated in this declaration.
3. I am not a lawyer, and am not familiar with the legal procedures of the United States Trademark Trial and Appeal Board ("Board").
4. To the best of my knowledge, information and belief, all of the facts stated in this declaration are true and correct.

Responsibilities at Susino Umbrella

5. As a sales manager for Susino Umbrella, I am primarily employed in Susino Umbrella's factory located in Jinou Industrial Area, Dongshi Town, Jinjiang, Fujian, China, and am mainly responsible for general business administration and management, as well as for handling orders for Susino Umbrella's goods.
6. I have also assisted Mr. Anbang Wang, President of Susino Umbrella, by translating emails sent in English to his email address, master@susino.net.cn, including an email from Stephanie Shyu (with cc to Todd Nadrich) dated July 28, 2010, stating that the USPTO had issued a "certificate and registration for the trademark Susino to Susino USA, Ltd" and threatening that "ALL GOODS ARRIVING AT ANY US PORT WILL BE SEIZED AND LIQUIDATED FOR DAMAGES." A true and correct copy of this email was attached with other emails in Exhibit 4 to the Motion for Relief.
7. I also read and translated for Mr. Wang an email dated July 30, 2010, from Michael Lam of Hunta, Inc. with an attached fax from Shyu threatening to seize Mr. Lam's goods upon import to the U.S. A true and correct copy of that email, with attachments, was attached with other emails in Exhibit 4 to the Motion for Relief.

Relationship with Nadrich and Shyu

8. From 2002 to 2007, Nadrich and Shyu were Susino Umbrella's U.S. sales agents whose role was to solicit wholesale customers in the U.S. for Susino Umbrella's umbrellas. Susino Umbrella, as the Original Equipment Manufacturer ("OEM"),

would manufacture and ship the umbrellas, branded with the wholesale customers' logos or other markings, directly to the wholesale customer.

9. As Susino Umbrella's U.S. sales agents, Nadrach and Shyu would prepare purchase orders for wholesale customers in the U.S. and email the purchase orders to me or Carter Guan, another sales manager for Susino Umbrella. I would, in turn, direct the factory to manufacture umbrellas according to the specifications in the purchase order and ship the finished product directly to the wholesale customer. Nadrach and Shyu would also email me or Carter Guan regarding manufacturing and other issues relating to the purchase orders.
10. For example, between July 10, 2002 to April 15, 2005, I received, as attachments to emails, purchase orders prepared by Shyu or Nadrach for the manufacturing and delivery of umbrellas to wholesale customers in the U.S. I had also received during this time emails from Nadrach and Shyu regarding questions or concerns about customers' orders. True and correct copies of these emails, and purchase orders when attached, were included as part of a group of similar emails in Exhibit 6 to the Motion for Relief.
11. During the time that Nadrach and Shyu were soliciting customers for Susino Umbrella's umbrellas, neither Nadrach nor Shyu represented to me that either of them worked for or were otherwise associated with an entity called "Susino USA." In fact, Nadrach claimed to be the managing director for SSS International, as indicated by Nadrach's business card, which he gave to me. A true and correct copy of this business card was attached as part of Exhibit 3 to the Motion for Relief. Also, Shyu had claimed to be an employee of SSM Asia Ltd. and a sales manager

for Ti Fu Umbrella Co. / Ti Fu Enterprise, Ltd, as indicated by her business cards, which she gave to me. A true and correct copy of her business cards was attached as part of Exhibit 3 to the Motion for Relief.

12. At all times during this arrangement, Nadrich and Shyu acted only as the U.S. sales agents for Susino Umbrella, operating for the limited purpose of soliciting wholesale customers to purchase OEM umbrellas from Susino Umbrella.
13. During a visit to our factory in 2003, Nadrich and Shyu misrepresented themselves to a wholesale customer, who was also visiting the factory, as shareholders of the company, which was not true. I was present at the time of the misrepresentation, and later told them that this was not appropriate and that they must not misrepresent themselves as such in the future.
14. By email dated June 13, 2007 (with cc to Nadrich), Shyu presented Susino Umbrella with a proposed agreement as a means to "protect both of us" regarding "current OEM customers" only, and pursuant to which she would "obtain customers for the manufacturing contract of producing umbrellas with Susino companies." The proposed agreement did not include any provision whatsoever regarding the use, ownership, assignment, transfer, licensing or any other grant of rights in the SUSINO mark to Shyu, Nadrich, Susino USA or any other person or entity. The agreement was limited in scope to Shyu acting only as the U.S. sales agent to obtain customers for Susino Umbrella. Shortly after Shyu presented the proposed agreement, I was authorized by Mr. Anbang Wang, Susino Umbrella's President, to sign the agreement on behalf of Susino Umbrella. This authorization did not extend to other agreements or decisions for Susino Umbrella. Shyu signed the agreement

as herself. A true and correct copy of Shyu's June 13 email with the proposed agreement was attached as Exhibit 5 to the Motion for Relief. A true and correct copy of the executed agreement was attached as Exhibit 8 to the Motion for Relief.

15. In August 2007, I attended a trade show in Las Vegas, Nevada, featuring exhibitions by a variety of merchandisers, a gift expo and a jewelry show.
16. During the Las Vegas trade show, Susino Umbrella secured a booth as an exhibitor and displayed its goods, including umbrellas, bearing the SUSINO mark. I was the only employee of Susino Umbrella to attend. A true and correct copy of the Exhibitor identification tag that I wore during the trade show was attached as Exhibit 9 to the Motion for Relief.
17. Nadrich, who was attending the trade show, visited Susino Umbrella's booth and thus had access to Susino Umbrella's products, brochures and other SUSINO-branded materials. I did not discuss any agency agreements with Nadrich at the trade show, and did not enter into any such agreement with Nadrich during or after the trade show, including any agreement regarding the use, ownership, assignment, transfer, licensing or other grant of rights in the SUSINO mark.
18. By email dated December 15, 2007 (with cc to Nadrich), Shyu emailed me claiming that she and Nadrich had lost customers and purported to be having quality problems with Susino Umbrella's umbrellas. In that email, Shyu and Nadrich admitted that the SUSINO mark belonged to Susino Umbrella by declaring that someone "failed" to secure the SUSINO trademark for Susino Umbrella, and by demanding that Susino Umbrella pay "\$7.5m yuan" if Susino Umbrella wanted to

purchase the mark "back" from them. A true and correct copy of this email was attached as Exhibit 10 to the Motion for Relief.

The Opposition Proceeding

19. In early 2008, Nadrich called to tell me that he had just filed a U.S. trademark application for SUSINO. He did not mention that the Application was filed by "Susino USA."
20. I am aware that Mr. Anbang Wang had hired Xiamenshi Huli Qu Jinxiang Lianhe Trademark Agency Co. ("Jinxiang"), a trademark agency located in Fujian, China, to handle the potential opposition against Nadrich's SUSINO application.
21. However, at no time during this proceeding was I aware that Voson Intellectual Property Co., Ltd. ("Voson") or Vidas, Arrett & Steinkraus, PC ("Vidas") were involved in this proceeding.
22. At no time during this proceeding was I aware that someone had been using the e-mail account "meihuaumbrella@yahoo.com.cn" to correspond with either Nadrich or Shyu.
23. At no time during this proceeding was I aware that Susino USA had served or attempted to serve any discovery requests on Susino Umbrella, including any request for admissions.
24. At no time during this proceeding was I aware that Susino USA had served or attempted to serve a motion for summary judgment on Susino Umbrella.

I declare, under penalty of perjury under the laws of the United States, that the foregoing was translated to me, and that to the best of my knowledge, information and belief, it is true and correct.

Executed on this 11 day of OCTOBER, 2010, in JINJIANG, China.

Jorzon Wang

I, Rainy Liu, do hereby certify that I am competent in both the English and Chinese languages and that I have translated the foregoing declaration from the original English into the Chinese language to Mr. Jorzon Wang, who has confirmed that he understands the contents of this declaration and believes it to be true and correct to the best of his knowledge, information and belief.

Rainy Liu